

**AMENDMENT
to the
INTERCONNECTION AGREEMENT –WISCONSIN**

by and between

AMERITECH WISCONSIN

AND

TELECORP COMMUNICATIONS, INC. (FKA INDUS, INC.)

This Amendment is to the Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996, dated as of July 21, 1998 (the "Agreement") is entered into this _____ day of _____, 2002, by and between Ameritech Wisconsin Bell, Inc. dba SBC Ameritech Wisconsin ("Ameritech"), and Telecorp Communications, Inc. (fka Indus, Inc.) ("Carrier").

WHEREAS, the Parties to the Agreement desire to provide for two-way trunking for Type 2A facilities.

THEREFORE, the Parties agree as follows.

1. The following Section 3.2.2 (f) shall be added to the Agreement:

(f) Notwithstanding the foregoing, two-way Type 2A trunks dedicated for transport of non-Access Interconnection traffic may be provided as follows:

- (1) Provision of facilities obtained from Ameritech will be in accordance with Ameritech's applicable Access Services tariff or separate contract.
- (2) Each Party reserves the right to discontinue the use, for delivering Interconnection traffic from its network, of all, or a portion, of the facilities provided by the other Party. This provision does not negate any obligations either Party may have regarding such facilities, such as, but not limited to term and notice provisions. Nothing herein will obligate Ameritech to reimburse Carrier for facilities obtained from a third party.
- (3) The Parties agree that they will not impose, pursuant to this Agreement, dedicated transport obligations on the other Party over facilities between the Parties' networks that exceed 30 miles or that cross LATA boundary lines.
- (4) Absent agreement of the Parties to the contrary, the cost of shared facilities and trunks, when facilities of DS1 or smaller are dedicated to provide traffic under this Agreement, will be split between the Parties either on relative

actual traffic volumes (if the Parties can measure actual traffic volumes in both directions) or, in the absence of actual traffic measurement capabilities, according to the Shared Facility Factors procedures in this Section 3.2.2(f)(5) and Attachment IX, Shared Facility Factor. Should the Parties desire to share the cost of Facilities and Trunks, when Facilities larger than DS1 are dedicated to provide traffic under this Agreement, they will separately negotiate terms for such sharing.

- (5) **Originating Party Uses Terminating Party's Facilities.** When a Party uses facilities and/or trunks dedicated to the transmission of Interconnection traffic between the Parties' two networks, which are provided by the other Party (either through self provisioning, or through the purchase of facilities from the other Party or from third parties), to deliver Local Traffic originating on its network, and such facilities and/or trunks are shared by the Parties, such Party will reimburse the other Party for a proportionate share of the cost of facilities and/or trunks incurred by the other Party under this Agreement.
 - (A) If either Party can measure the actual amount of traffic delivered to it over such facilities and/or trunks at any time during the term hereof, the Parties will negotiate in good faith compensation arrangements for the allocation of the applicable facilities and/or trunks costs between them with the Party, who is delivering Interconnection traffic originating on its network through facilities and/or trunks provided by the other Party, paying a proportion of the costs of such facilities and/or trunks equal to the proportion of the traffic originated by such Party over the total traffic exchanged over the facilities and/or trunks.
 - (B) If neither Party can measure the actual amount of traffic delivered to it over such facilities and/or trunks during the term hereof, the Party, who is delivering Interconnection traffic originating on its network through facilities and/or trunks provided by the other Party, shall pay to the other Party providing such facilities and/or trunks the costs of such facilities and/or trunks times the difference of 1 minus the Shared Facility Factor set forth in Attachment IX, Shared Facility Factor; provided, however, that either Party may submit to the other Party a traffic study, a reasonable estimate of its traffic with supporting justification for such estimate, and/or other network information in complete and appropriate form (determined in good faith)("Shared Facility Information") that the Parties will use to negotiate in good faith a different Carrier-specific Shared Facility Factor. The Shared Facility Information must be Carrier-specific and relate to Carrier's network in the State; it shall not be based on industry average data or the data of other Telecommunications

Carriers. If such Shared Facility Information is provided within ninety (90) Days after the date this Agreement is executed by duly authorized representatives of both Parties, then any Carrier-specific Shared Facility Factor derived using such Shared Facility Information shall be effective as of the date on which the Shared Facility Information was provided in complete and appropriate form (determined in good faith) to the other Party, but no earlier than the Effective Date of this Agreement; otherwise, the Carrier-specific Shared Facility Factor will be effective as of the date the Shared Facility Information was provided in complete and appropriate form (determined in good faith) to the other Party. Any Carrier-specific Shared Facility Factor that becomes effective during the Initial Term of the Agreement will remain in effect during the Initial Term of the Agreement. After the expiration of the Initial Term hereof, such Carrier-specific Shared Facility Factor established during the Initial Term shall remain in effect thereafter unless either Party provides new Shared Facility Information to the other Party. In such case, the Parties shall use that new Carrier-specific Shared Facility Information to renegotiate in good faith a new revised Carrier-specific Shared Facility Factor. Renegotiation of the Carrier-specific Shared Facility Factor shall occur no more frequently than once every twenty-four months.

2. The following Section 15.2 shall replace Sections 15.2 and 15.3 of the Agreement:

15.2. INTERVENING LAW

- 15.2.1 This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of some of the results of arbitration and orders by the Commission and/or FCC.
- 15.2.2 In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In

such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

- 15.2.3 Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-carrier Compensation for ISP-bound Traffic* (the "ISP Inter-carrier Compensation Order.") By executing this Agreement and carrying out the inter-carrier compensation rates, terms and conditions herein, Ameritech does not waive any of its rights, and expressly reserves all of its rights, under the ISP Inter-carrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt, on a date specified by Ameritech, the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

3. Attachment IX, attached hereto and made a part hereof, shall be added to the Agreement.

4. Except as modified herein, the Agreement remains unchanged and the parties reaffirm the terms and provisions thereof as supplemented by this Amendment.
5. This Amendment shall become effective upon approval by the Commission.
6. This Amendment may be executed in multiple counterparts, each of which shall be considered an original and together shall constitute one document.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2002, by Ameritech Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Telecorp Communications, Inc. (fka Indus, Inc.)

Ameritech Wisconsin Bell,
dba SBC Ameritech Wisconsin
By SBC Telecommunications,
Inc., its authorized agent

By: _____

By: _____

Title: _____

Title: President - Industry Markets

Name: _____

Name: _____

(Print or Type)

(Print or Type)

Date: _____

Date: _____

Attachment IX
Shared Facility Factor

The Shared Facility Factor is 0.25.